

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

Re: Classic Touch Unlimited Inc
Norfolk, VA 23502

File Number 2005-01317
License Number 2701039885

CONSENT ORDER

On November 28, 2006, the Board for Contractors ("Board") vacated the Final Opinion and Order entered on October 18, 2005, against Classic Touch Unlimited Inc.

Respondent Classic Touch Unlimited Inc ("Classic Touch Unlimited Inc") recognizes and acknowledges being subject to and bound by the Regulations of the Board for Contractors ("Board"), as well as by all other applicable Virginia laws.

Board's 2003 Regulations provides:

18 VAC 50-22-200. Remedial education, revocation or suspension; fines.

The board may require remedial education, revoke or suspend a license or fine a licensee when a licensee has been found to have violated or cooperated with others in violating any provision of Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1 of the Code of Virginia, or any regulation of the board.

Pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended:

The Report of Findings, which contains the facts regarding the regulatory and/or statutory issues in this matter, is incorporated with the Consent Order.

The Board and Classic Touch Unlimited Inc, as evidenced by the signatures affixed below, enter into this Consent Order. Classic Touch Unlimited Inc knowingly and voluntarily waives any further proceedings in this matter under Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

By signing this Consent Order, Classic Touch Unlimited Inc acknowledges an

understanding of the charges and hereby admits to the violation(s) of the Counts as outlined in the Report of Findings. Classic Touch Unlimited Inc consents to the following term(s):

	(Effective January 1, 2003)
Count 1:	18 VAC 50-22-220.A
Count 2:	18 VAC 50-22-260.B.9
Count 3:	18 VAC 50-22-260.B.17

The Board imposes the following monetary penalties:

Count 1:	18 VAC 50-22-220.A	\$ 500.00
Count 2:	18 VAC 50-22-260.B.9	\$ 100.00
Count 3:	18 VAC 50-22-260.B.17	\$2,500.00
TOTAL		\$3,100.00

The Board acknowledges that Classic Touch Unlimited Inc has paid the monetary penalty of \$3,100.00 imposed in this matter.

The Board also imposes the following sanctions:

The Board voted to require Classic Touch Unlimited, Inc., to successfully complete the Board's Advanced Contracting Licensing Class (remedial education). The Board felt by completing the course Classic Touch Unlimited, Inc., would have a better understanding of requirements needed as a licensed contractor. The class must be completed within ninety (90) days of the entry of the Consent Order. Failure to comply with the terms will result in the automatic imposition of license suspension.

In addition, the Board acknowledges that Classic Touch Unlimited Inc has reimbursed Janice Fuller in the amount of \$2,500.00.

Also, Classic Touch Unlimited Inc agrees to its license being placed on Probation for a period of two (2) years from the effective date of this Order.

Further, the Board acknowledges that Classic Touch Unlimited Inc has paid the \$600.00 in Board costs.

Any monetary penalties, costs, and/or sanctions are to be paid/performed within ninety days of the effective date of this consent order unless otherwise specifically noted above. Classic Touch Unlimited Inc acknowledges any monetary penalty and costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, Classic Touch Unlimited Inc will be responsible for a penalty fee of 10% and interest at the underpayment rate

prescribed in Section 58.1-15 of the 1950 Code of Virginia, as amended, and for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

Classic Touch Unlimited Inc acknowledges that failure to pay any monetary penalty or cost and/or to comply with all terms of this Order within the specified time period, shall result in the automatic suspension of Classic Touch Unlimited Inc's license until such time as there is compliance with all terms of this Order. Classic Touch Unlimited Inc understands the right to have this automatic suspension considered in an IFF pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended, but knowingly and voluntarily waives any rights to the proceeding and hereby waives any further proceedings under the Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

The effective date of this Order shall be the date of execution by the Board.

SEEN AND AGREED TO:

Gene Crandall 11-28-06

Classic Touch Unlimited Inc

Date

Gene Crandall D.E. / V.P.

Printed Name and Title of Person Signing on behalf of Entity

CITY/COUNTY OF Richmond
COMMONWEALTH OF VIRGINIA

Sworn and subscribed before me this 28 day of November,
2006.

Quiddia L. Ramey
Notary Public

My Commission Expires: August 31, 2007

SO ORDERED:

Entered this 28th day of November, 2006.

Board for Contractors

BY: Jay W. DeBoer
Jay W. DeBoer, Secretary

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**VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
COMPLIANCE & INVESTIGATION DIVISION
3600 WEST BROAD STREET
RICHMOND, VA 23230-4917**

REPORT OF FINDINGS

BOARD: Board for Contractors
DATE: November 10, 2004 (revised November 22, 2004)

FILE NUMBER: 2005-01317
RESPONDENT: Classic Touch Unlimited Inc.
LICENSE NUMBER: 2701039885
EXPIRATION: February 28, 2006

SUBMITTED BY: Valerie J. Matney
APPROVED BY: David C. Dorner

COMMENTS:

The complainant received a refund of the \$2,500.00 deposit paid to the respondent.

Classic Touch Unlimited Inc. ("Classic Touch") was at all times material to this matter a licensed Class A contractor in Virginia (No. 2701039885).

Based on the analysis and/or investigation of this matter, there is probable cause to believe the respondent has committed the following violation(s) of the Code of Virginia and/or Board's regulation(s):

BACKGROUND:

On September 1, 2004, the Compliance & Investigations Division of the Department of Professional and Occupational Regulation received a written complaint from Janice Fuller ("Fuller") regarding Classic Touch. (Exh. C-1)

On April 12, 2004, Fuller, as purchaser, and Classic Touch, as seller, entered into an Unimproved Lot Purchase Agreement ("Purchase Agreement") for property known as 5100 James Street, Chesapeake, Virginia, through Long & Foster Realtors ("Long & Foster"), by Sitalia Townsend ("Townsend"), as Buyer's Agent, and by Renee Crandle ("R. Crandle"), as Seller's agent. Fuller

deposited \$2,500.00 with Classic Touch as a non-refundable deposit. The deposit would be refundable less any costs incurred if the lot was not buildable. (Exh. C-1, C-2, R-1, R-2, and R-4)

On April 12, 2004, Classic Touch entered into a Residential Construction Contract with Fuller to construct a house on the subject property. (Exh. C-3 and R-3)

1. Board Regulation (Effective January 1, 2003)

18 VAC 50-22-220. Change of responsible management, designated employee, or qualified individual.

- A. Any change in the officers of a corporation, managers of a limited liability company, or officers or directors of an association shall be reported to the board in writing within 90 days of the change.

FACTS:

On February 27, 1992, Classic Touch was issued Class A contractor's license number 2701039885 as a corporation. Gene Crandle ("G. Crandle"), individual tracking number 2706017568, is the Designated Employee and Qualified Individual for license number 2701039885. (Exh. I-1)

On September 15, 2004, the State Corporation Commission records indicated G. Crandle is the President, John C. Baker Sr and Myles E Crandle are Vice Presidents, Renee B. Crandle is Secretary and Treasurer, and Genet Crandle is the Assistant Treasurer for Classic Touch. (Exh. I-2)

As of September 22, 2004, there is no Responsible Management listed for license number 2701039885. (Exh. I-1)

Classic Touch failed to report to the board in writing within ninety (90) days of a change in the officers of the corporation.

2. Board Regulation (Effective January 1, 2003)

18 VAC 50-22-260. Filing of charges; prohibited acts.

- B. The following are prohibited acts:

9. Failure of those engaged in residential contracting as defined in this chapter to comply with the terms of a written contract which contains

the following minimum requirements:

- h. Contractor's license number, expiration date, class of license, and classifications or specialty services; and

FACTS:

The contract used by Classic Touch in the transaction failed to contain subsection: (h) the contractor's license number, expiration date, class of license, and classifications or specialty services. (Exh. C-3 and R-3)

In a written response dated October 22, 2004, G. Crandle of Class Touch stated, "A copy of my license was submitted to her along with the construction contract." (Exh. R-1)

3. **Board Regulation (Effective January 1, 2003)**

18 VAC 50-22-260. Filing of charges; prohibited acts.

B. The following are prohibited acts:

- 17. Making any misrepresentation or making a false promise that might influence, persuade, or induce.

FACTS:

Classic Touch was listed as "Contract Owner" on the Purchase Agreement with Fuller. (Exh. C-2 and R-2)

In April 2004, Melvin Copeland Sr. and Audrey Copeland ("the Copelands), the current record owners of the subject property, negotiated with R. Crandle for the purchase of Lot 81 by Classic Touch. (Exh. R-1, I-3, I-4, I-5, and I-6) Melvin Copeland told R. Crandle a non-refundable deposit was required at the time of contract signing if the land was held for the Crandles. Otherwise, the Copelands would consider an offer after the lot was determined to be buildable. (Exh. R-1, I-5, and I-6)

The Copelands had a verbal agreement with R. Crandle for Classic Touch to purchase the subject property for \$25,000.00 with an earnest money deposit of \$1,000.00. However, the offer presented by R. Crandle and G. Crandle on behalf of Classic Touch was for \$24,000.00 with an earnest money deposit of \$300.00. The Copelands told R. Crandle and G. Crandle they did not agree to the modified terms and they no longer wanted to sell the subject property to Classic Touch. (Exh. R-1 and I-5) On April 28, 2004, the Copelands cancelled the deal to sell the subject property. (Exh. C-4, R-1, and I-6)

Classic Touch failed to inform Fuller a written contract with the Copelands did not exist.